

EXHIBIT 6

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JUSTIN GUY, individually and on
behalf of those similarly situated,

Plaintiff,

v.

Case No. 20-12734

Hon. Mark A. Goldsmith

ABSOPURE WATER COMPANY, LLC,
a domestic limited liability company,

Defendant.

**PLAINTIFF’S THIRD SUPPLEMENTAL INITIAL DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)**

Plaintiff, Justin Guy (“Plaintiff”), by and through his counsel, and for his Third Supplemental initial disclosures to Defendant, Absopure Water Company, LLC (“Defendant”), pursuant to Fed. R. Civ. P. 26(a)(1)(A), state as follows:

III. 26(a)(1)(A)(iii) Computation of Damages

Defendant does not track the Drivers’ clock-in times for when they arrive at Defendant’s facility in the beginning of their workday. *See* Corp. Rep. Dep. 71:6-9. Additionally, Defendant does not track the Drivers’ clock-out time at the end of their workday. *See id.* 71:16-19. “[I]f the employer kept inaccurate or inadequate records, the plaintiff’s burden of proof is relaxed and, upon satisfaction of that relaxed burden, the onus shifts to the employer to negate the employee’s inferential damage estimate.” *Kutzback v. LMS Intellibound, LLC*, 301 F. Supp. 3d 807, 818 (W.D.

Tenn. 2018) citing *O'Brien v. Ed Donnelly Enters.*, 575 F.3d 567, 602 (6th Cir. 2009) and *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 687–88 (1946) superseded by statute on other grounds in *Carter v. Panama Canal Co.*, 463 F.2d 1289 (D.C. Cir. 1972).

With respect to the named Plaintiff Justin Guy, Plaintiff estimates that he began working at around 6:00 am to 7:00 am. *See* Plaintiff's Dep. 86:12-19. Plaintiff estimates that on average, he stopped working 45% of the time at approximately 4:00 pm; 30% of the time at approximately 5:00 pm; 15% of the time at approximately 6:00 pm; and 10% of the time at approximately 7:00 pm. In addition, Plaintiff did not take uninterrupted lunch breaks of 20 minutes or more throughout the duration of his employment with Defendant. *See id.* at 40:8; 244-245. Moreover, when Plaintiff worked on Saturdays, which occurred on approximately one-half of the weekends throughout his employment, he generally stopped working 30% of the time at approximately 12:00 pm, 40% of the time at approximately 1:00 pm; 15% of the time at approximately 2:00 pm; and 15% of the time at approximately 3:00 pm.

According to Defendants' pay records, the total compensation Plaintiff received throughout the duration of his employment is \$60,683.07, less any applicable PTO and/or Holiday pay. This amount includes \$40,561.10 of compensation attributed to "Regular" or "Day-Rate" pay. Because Plaintiff Day-

Rate compensation was \$120/day, the total number of days Plaintiff worked for Defendant is 338 workdays ($\$40,561.10/\$120 = 338.001$).

According to Plaintiff's pay records, Plaintiff worked approximately 62 workweeks for Defendant. Since Plaintiff estimates working approximately one-half of the weekends, it is estimated that he worked 31 weekend days. Thus, Plaintiff is estimated to have worked 307.01 workweek days ($338.01 - 31$). Based on these estimates derived from the information and data previously produced, as well as deposition testimony, Plaintiff calculates his damages as follows:

GUY v. ABSOPURE Damages Model							
Total Days Worked	Estimated Weekend Days Worked	M-F Days Worked	Total Hours Worked	Avg. Hourly Rate	Half Time OT Rate	Total Damages	Liquidated
338.01	31	307.01	3,368.05	\$18.02	\$9.01	\$8,000.56	\$16,001.12

Average Weekly Hours Worked							
	Start	End	Hours Wkd	No Days	No. Hrs	Avg. Hrs/week (No Weekends)	OT Hours/Wk
45%	6:30 AM	4:00 PM	9.50	138.15	1312.46	51.50	11.5
30%	6:30 AM	5:00 PM	10.50	92.10	967.08		
15%	6:30 AM	6:00 PM	11.50	46.05	529.59		
10%	6:30 AM	7:00 PM	12.50	30.70	383.76		
				307.01	3,192.90	Damages:	\$3,211.58

Total Estimated Weekend Days Worked							
	Start	End	Hours Wkd	No Days	No. Hrs	Avg. Hrs/Wk (Weekends Worked)	OT Hours/Wk
30%	7:30	12:00 PM	4.50	9.30	41.85	5.65	17.15
40%	7:30	1:00 PM	5.50	12.40	68.20		
15%	7:30	2:00 PM	6.50	4.65	30.23		
15%	7:30	3:00 PM	7.50	4.65	34.88		
				31.00	175.15	Damages:	\$4,788.98

Regular Pay Received	\$40,561.10
Additional Comp. Received	\$20,121.97
Total Pay Received	\$60,683.07

Accordingly, Plaintiff's estimated his unpaid wage damages are **\$8,000.56** and estimated total unpaid wage and liquidated damages are **\$16,001.12**. The remainder of Plaintiff's damages as set forth in his complaint, which includes his attorneys' fees and costs, are ongoing and will be supplemented in due course.

With respect to the Opt-in Plaintiffs, a chart is attached as **Exhibit A** that provides their respective estimated average time that they began working each workday, and estimated average time that they stopped working each workday. With respect to Plaintiff Terry Pemberton, Mr. Pemberton's schedule varied each workday based on, *inter alia*, overnight travel on certain workdays. Accordingly, Mr. Pemberton did not have a consistent average estimated start time or end time each workday. Mr. Pemberton estimates that he worked 47 hours each workweek. The damages estimate for these Plaintiffs will be supplemented upon receipt of all outstanding pay records, and records reflecting their days worked.

Dated: July 27, 2023

Respectfully submitted,

/s/Michael N. Hanna
Michael N. Hanna (P81462)
MORGAN & MORGAN, P.A
2000 Town Center, Suite 1900
Southfield, MI 48075
(313) 251-1399
mhanna@forthepeople.com
Attorneys for Plaintiff

PROOF OF SERVICE

The undersigned certifies that on July 27, 2023, the foregoing document was served electronically upon all attorneys of record.

/s/ Michael N. Hanna, Esq.
Michael N. Hanna, Esq.

Last Name	First Name	Hire Date	Termination Date	Estimated Start Time	Estimated End Time	Estimated Start Time on Weekends	Estimated End Time on Weekends	Lunch Breaks of 20 Min or More	Were the Lunch Breaks Interrupted?
Aniol	John	11/8/1999	3/29/2022	6:00 AM	6:30 PM	6:00 AM	1-6 p	Never	Y
Armstead	Aaron	5/14/2018	9/21/2018	6:00 AM	5:30 PM	6:00 AM	1:00 PM	Rarely	Y
Armstead	Dwane	6/11/2018	10/4/2018	6:00 AM	7:15 PM	No	No	No	Y
Banks	Erick	4/23/2018	8/31/2018	6:00 AM	4:00 PM	8:00 AM	2:00 PM	No	Y
Belonga	Lucas	5/2/2022	12/31/9999	6:30 AM	2:30 PM	6:30 AM	12:30 PM	Never	Y
Brown	Keith	9/5/2006	7/1/2020	7:00 AM	6:30 PM	7:00 AM	1:00 PM	2x/wk	Y
Childs	Dannielle	12/5/2019	12/31/9999	6:00 AM	2:00 PM	6:15 AM	11:00 AM	Never	Y
Clendennin	Ryan	7/25/2017	7/6/2018	6:00 AM	6:30 PM	6:00 AM	5:00 PM	Never	Y
Fish	Caleb	4/30/2018	12/31/9999	5:00 AM	5:30 PM	4:30 AM	12:00 PM	Never	Y
Guy	Justin	9/24/2018	2/4/2020	6:30 AM	5:30 PM	7:30 AM	12:30	Never	Y
Householder	Boaz	3/7/2022	4/22/2022	5:30 AM	4:30 (7:30 2x/wk)	6:00 AM	2:00 PM	Never	Y
Jacek	Shawn	10/15/2018	11/27/2018	6:45 AM	6:45 PM	6:45 AM	5:00 PM	Sometimes	Y
Johnson Jr	Gary	1/31/2022	3/31/2023	6:30-7 A	6:00 PM	6:30-7 A	1:00 PM		
Lammer	Ricardo	4/8/2019	10/3/2019	5:00 AM	4-5 PM	3:00 AM	12:00 PM	Never	Y
Perry	Charles	7/11/2016	10/5/2018	7:00 AM	7-8 P	7:00 AM	3-4 P		
Phipps	Kevin	9/11/2017	8/16/2021	5:45 AM	4-5 P	8:00 AM	1:00 PM	Never	Y
Redmer	Nathan	5/23/2022	11/3/2022	6-7 A	7:00 PM	6-7 A	12-1 P	Never	Y
Rhodes	Ryan	6/20/2022	12/31/9999	6:00 AM	5:30-6 PM	6:00 AM	1-2 PM	Never	Y
Sujkowski	David	2/1/2021	3/10/2022	7:15 AM	5:15 PM	6:00 AM	1:00 PM	Never	Y
Tampa	Jordan	8/26/2019	1/4/2022	7:30 AM	7:00 PM	7:30 AM	2:00 PM	Never	Y
Winconek	Kyle	1/25/2021	7/6/2022	6:00 AM	4:00 PM	6:00 AM	12:30 PM	Never	Y
Woldt	George	12/19/2022	2/2/2023	6:45 AM	8:00 PM	6:45 AM	3:00 PM	Never	Y